



201711130186

Skagit County Auditor  
11/13/2017 Page

1 of 4 \$77.00  
1:46PM

When recorded return to:  
Jillian Hathaway  
41719 Cape Horn Drive  
Concrete, WA 98237

Filed for record at the request of:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

425 Commercial St  
Mount Vernon, WA 98273

Escrow No.: 620032722

**GUARDIAN NORTHWEST TITLE CO.**

114894

### STATUTORY WARRANTY DEED

THE GRANTOR(S) Daren Clark and Diane Clark, husband and wife

for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration in hand paid, conveys, and warrants to Jillian Hathaway, a single woman

the following described real estate, situated in the County of Skagit, State of Washington:

Lot 28, Block D, "CAPE HORN ON THE SKAGIT, DIVISION NO. 1" as per plat recorded in Volume 8 of Plats, pages 92 through 97, inclusive, records of Skagit County, Washington.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): P62992 / 3868-004-028-0005,

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20175320  
NOV 13 2017

Amount Paid \$ 2497.<sup>06</sup>  
Skagit Co. Treasurer  
By *MLM* Deputy

STATUTORY WARRANTY DEED  
(continued)

Dated: November 1, 2017

Daren Clark  
Daren Clark

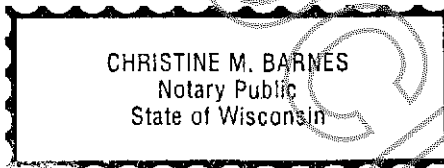
Diane Clark  
Diane Clark

State of Wisconsin  
County of Milwaukee

I certify that I know or have satisfactory evidence that  
Daren Clark and Diane Clark  
is/are the person(s) who appeared before me, and said person(s) acknowledged that  
(he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act  
for the uses and purposes mentioned in this instrument.

Dated: 11-2-17

Christine M. Barnes  
Name: Christine M. Barnes  
Notary Public in and for the State of Wisconsin  
Residing at: Washington County  
My appointment expires 7-3-20



**EXHIBIT "A"**  
Exceptions

A. Terms and conditions of Articles of Incorporation and Bylaws of Cape Horn Maintenance Company, including restrictions, regulations and conditions for dues and assessments, as established and levied pursuant thereto, including, but not limited to those as set forth under Auditor's File No. 200611200088.

An amendment to Bylaws was recorded As Auditor's File No. 200301160063.

B. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Plat of Cape Horn on the Skagit  
Recorded: July 13, 1965  
Auditor's No.: 668870

C. PROTECTIVE COVENANTS, EASEMENTS AND/OR ASSESSMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Recorded: July 13, 1965  
Auditor's No.: 668869

D. EASEMENT AND PROVISIONS THEREIN:

Grantee: Puget Sound Power & Light Company, a Corporation  
Dated: July 7, 1965  
Recorded: August 17, 1965  
Auditor's No.: 670429  
Purpose: Transmission line with appurtenances  
Affects: As constructed and extended in the future at the consent of grantee and grantor

E. PROTECTIVE COVENANTS, EASEMENTS AND/OR ASSESSMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Recorded: December 14, 1976  
Auditor's No.: 847451  
Executed By: Cape Horn Maintenance Company

F. Declaration of Covenant recorded June 21, 1993 under Auditor's File No. 9306210022 regarding Well and Waterworks located on the "Community Park" area.

**EXHIBIT "A"**

Exceptions  
(continued)

G. Restrictions on lots in this plat imposed by various instruments of record which reads as follows:

"Grantees covenant and agree that the above described real estate shall be subject to the charges and assessments as provided for in and for the purposes set forth in the articles of incorporation and the by-laws of the Cape Horn Maintenance Co., a nonprofit, non-stock Washington corporation and that said corporation shall have a valid first lien against the above described real estate for said charges and assessments; and, in addition to the remedies set forth in said articles of incorporation and by-laws, that if said charges and assessments levied by said corporation shall not be paid within four (4) months after they shall become due and payable, then said corporation may proceed by appropriate action to foreclose its lien together with such sum as the court may adjudge reasonable attorneys fees in such action. The grantee hereby acknowledges receipt of copies of said articles of incorporation and by-laws of the cape horn maintenance co. This provision is a covenant running with the land and is binding on the grantees, their heirs, successors and assigns.

H. Any tax, fee, assessments or charges as may be levied by Cape Horn Maintenance Company.